

NATIONAL PACIFIC DENTAL, INC.

2000 West Loop South 9th Floor

Houston, Texas 77027

(800) 232-0990

Evidence of Coverage

DHMO Dental Plan

IMPORTANT INFORMATION REGARDING YOUR PLAN.

National Pacific Dental is licensed as a Health Maintenance Organization offering a single health care service plan. Should any provision herein not conform to the Texas Health Maintenance Organization Act or other applicable laws, it shall be construed as if it were in full compliance thereof.

IMPORTANT NOTICE

You may call National Pacific Dental's toll-free telephone number for information or to make a complaint at (800) 232-0990.

You may also write to:

National Pacific Dental, Inc.
2000 West Loop South 9th Floor
Houston, TX 77027

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at (800) 252-3439.

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
FAX#: (512) 475-1771

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact National Pacific Dental first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Usted puede llamar al numero de teléfono gratis de National Pacific Dental para información o para someter una queja al (800) 232-0990.

Usted también puede escribir:

National Pacific Dental, Inc.
2000 West Loop South 9th Floor
Houston, TX 77027

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al (800) 252-3439.

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax #: (512) 475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con National Pacific Dental primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATAR ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condicion del documento adjunto.

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Evidence of Coverage

This Evidence of Coverage provides a detailed summary of how your National Pacific Dental (NPD) Plan operates, your entitlements and the Plan's restrictions and limitations. However, this Evidence of Coverage constitutes only a summary of the Dental Plan. Your Organization's Dental Plan Contract must be consulted to determine the exact terms and conditions of coverage.

Entire Contract

NPD typically contracts with an Organization, such as your employer or association, to offer benefits to its employees or members. Your Organization's contract with NPD, together with the application, acceptance agreement, Enrollment Form, this Evidence of Coverage and any attachments or inserts, constitutes the entire agreement between the parties. To be valid, any change in the contract must be approved by an officer of NPD and attached to it. No agent may change the Contract or waive any of the provisions. Should any provision herein not conform to applicable laws, it shall be construed as if it were in full compliance thereof.

Who May Enroll

Your Organization determines how you may become eligible to join the Plan. You may enroll yourself and your dependents, provided each meets your Organization's eligibility requirements and the **Service Area and Dependent Coverage** requirements listed below.

Service Area

The Service Area is the geographical area in which NPD has a panel of Contracted Dentists who have agreed to provide care to NPD members (see page 17 for a map of the service area). To enroll in the NPD Plan, you must reside, live, or work in the Service Area, and the permanent legal residence of any enrolled dependents must be:

- the same as yours;
- in the Service Area with the person having temporary or permanent conservatorship or guardianship of such dependents, including adoptees or children who have become the subject of a suit for adoption by the enrollee, where the Subscriber has legal responsibility for the health care of such dependents;
- in the Service Area under other circumstances where you are legally responsible for the health care of such dependents; or,
- in the Service Area with your spouse

Dependent Coverage

Your Organization is responsible for determining Dependent eligibility. In the absence of such a determination, NPD defines eligible Dependents to be:

- The Subscriber's lawful resident spouse.
- The Subscriber's unmarried children (including adopted children, stepchildren and pursuant to a court or administrative order to provide dental benefits to children) and those of the Subscriber's spouse up to the age of twenty-five (25) and depend primarily on the Subscriber for support.
- Children of the Subscriber who are incapable of self-sustaining employment because of developmental disability or a physical handicap and continue to be chiefly dependent on the Subscriber for support and maintenance. The age limit for coverage will not apply. The Subscriber must furnish NPD with proof of incapacity and dependency upon request. NPD shall not make such request more frequently than annually.
- Your dependent grandchildren if under twenty-five (25) years old and living with you and primarily dependent upon you for care. You must furnish NPD with proof of dependent status, which would be sufficient for federal income tax purposes or as otherwise required by law.
- Other Dependents if your Organization provides benefits for these Dependents.

Please check with your Organization if you have questions regarding your eligibility requirements.

When Coverage Begins

Coverage for you and your enrolled dependents will begin on the date determined by your Organization. Newborn children are covered during the initial thirty-one (31) days following birth. In order to continue coverage of a newborn child, the Subscriber must notify NPD, either verbally or in writing, of the addition of the newborn child as a covered dependent, within thirty-one (31) days after the birth of the child; in addition, the Subscriber must pay any applicable premium required to continue such coverage. Legally adopted children, foster children and stepchildren, and children who have become the subject of a suit for adoption by the Subscriber, and for which the Subscriber has legal responsibility for the health care of such children are covered the first day of the month following the date the Subscriber becomes liable for the health care of such children, as long as NPD is notified within thirty-one (31) days and any Prepayment Fee is paid within that period.

Check with your Organization if you have any questions about when your coverage begins.

Late Enrollees/Dependents

An employee or dependent eligible for enrollment in the Plan is considered a "late enrollee" if the individual requests enrollment after the expiration of: (1) the Organization's initial enrollment period; or (2) the Organization's annual open enrollment period, provided the individual was eligible during either such period.

Exceptions

(a) An employee or dependent eligible for enrollment is not considered as a late enrollee if the individual:

(1) was covered under another dental plan or self-funded employer dental benefit plan at the time the individual was eligible to enroll;

(2) declined enrollment in writing, at the time of the initial eligibility for enrollment, stating that coverage under another dental plan or self-funded employer dental benefit plan was the reason for declining enrollment;

(3) has lost coverage under the other dental plan or self-funded employer dental benefit plan as a result of:

(A) the termination of employment;

(B) a reduction in the number of hours of employment;

(C) the termination of the other dental plan's coverage;

(D) the termination of contributions toward the premium made by the employer; or

(E) the death of a spouse or divorce; and

(4) requests enrollment not later than the 31st day after the date coverage under the other dental plan or self-funded employer dental benefit plan terminates.

(b) An employee or dependent eligible for enrollment is not considered a late enrollee if the individual is:

(1) employed by an employer that offers multiple dental plans and the individual elects a different dental plan during an open enrollment period;

(2) a spouse for whom a court has ordered coverage under a covered employee's dental plan and the request for enrollment of the spouse is made not later than the 31st day after the date the court order is issued;

- (3) a child for whom a court has ordered coverage under a covered employee's dental plan and the request for enrollment is made not later than the 31st day after the date the employer receives the court order; or
- (4) a child of a covered employee who has lost coverage under Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.), other than coverage consisting solely of benefits under Section 1928 of that Act (42 U.S.C. Section 1936s), or under Chapter 62, Health and Safety Code, and the request for enrollment is made not later than the 31st day after the date on which the child loses coverage.

Open Enrollment

The Organization has established an annual period of Open Enrollment during which employees and/or dependents eligible for enrollment may enroll for participation in the Plan without restriction. The Open Enrollment period shall be defined by your employer each year.

Receiving Care

When you enroll in the NPD Plan, you can choose a Selected General Dentist from our extensive NPD network. Please refer to the *Directory of Participating Dentists* for a complete listing of network dentists.

Making an Appointment

Once your coverage begins, you may contact the Selected General Dentist you chose at enrollment to schedule an appointment. NPD Contracting Dental Offices are open in accordance with their individual practice needs. When scheduling an appointment, please identify yourself as an NPD member. Your Selected General Dentist will also need to know your chief dental concern and basic personal data.

Arrive early for your first appointment to complete any paperwork. Your first visit to your Selected General Dentist will usually consist of x-rays and an exam only. By performing these procedures first, your dentist can establish your treatment plan according to your overall health needs.

We recommend that you take this brochure with you on your appointment, along with the enclosed *Schedule of Benefits*. Remember, only dental services listed in the *Schedule of Benefits* and provided by your Selected General Dentist are covered.

Specialty Referrals

During the course of treatment, your Selected General Dentist may encounter situations that require the services of a dentist limiting his/her practice to specialty care, as defined in this Evidence of Coverage. Your Selected General Dentist will complete all required documentation. Contact NPD who will advise you of the name, address, and telephone number of the dentist who will provide the required treatment. These services are available only when the dental procedure cannot be performed by the Selected General Dentist due to the severity of the problem. All referrals to a dentist whose practice is limited to specialty care must be authorized by NPD. Failure to follow the procedure regarding specialty referrals may result in services not being covered by NPD.

Out of Network Services

If dentally necessary covered services are not available through NPD's Network of Dentists, NPD shall, upon the request of a Network Dentist, within the time appropriate to the Enrollee's dental condition but not exceeding five (5) days, allow a referral to a non-network dentist, and shall fully reimburse the non-network dentist at the usual and customary fee, or an agreed-upon rate. Such referral shall not require the Enrollee to change his or her Selected General Dentist. Before NPD may deny a referral to a non-network dentist, NPD shall obtain a review of the Enrollee's dental condition by a Dentist of the same or similar specialty to that of the requested referral.

Changing Your Selected General Dentist

You have control over the Selected General Dentist you choose, and you can make changes at any time. If you need or desire to change your Selected General Dentist, please contact Customer Service at **(713) 862-8404 or (800) 232-0990**. Our associates will help you locate a dentist most convenient to you. All transfers prior to the 20th day of the month will be effective on the first day of the month following the transfer request. All others will be effective the following month. In changing your Selected General Dentist, you may have to pay a fee for the cost of duplicating your x-rays and dental records.

In the event that your Selected General Dentist terminates his/her relationship with NPD for any reason, he/she must complete any treatment in progress. We will notify you by mail should your dentist terminate his/her agreement with us.

Second Opinions

At no cost to you, a second opinion may be requested if you have unanswered questions about diagnosis, treatment plans, and/or the results achieved by such dental treatment. Just contact NPD's Customer Service Department either by calling **(713) 862-8404 or (800) 232-0990** or by sending a written request to the following address:

**National Pacific Dental
C/O Customer Service**

**2000 West Loop South 9th Floor
Houston, TX 77027**

In addition, your Selected General Dentist or NPD may also request a second opinion on your behalf.

All requests for a second opinion are processed within five (5) business days of receipt by NPD of such request. Upon approval, NPD will contact the consulting dentist and make arrangements to enable you to schedule an appointment. All second opinion consultations will be completed by an NPD Contracting Dentist with qualifications in the same area of expertise as the referring dentist or dentist who provided the initial examination or dental care services. You may obtain a copy of the second dental opinion policy by contacting NPD's Customer Service Department by telephone at the toll-free number indicated above, or by writing to NPD at the above address.

New Patient and Routine Services

As an NPD member, you have the right to expect that the first available appointment time for new patient or routine dental care services is offered within three (3) weeks of your initial request. If your schedule requires that an appointment be scheduled on a specific date, day of the week, or time of day, the Contracting Dentist may need additional time to meet your special request.

Your Financial Responsibility Monthly Prepayment Fee

Your Organization prepays NPD for your coverage on a monthly basis. If you are responsible for any portion of this Prepayment Fee, your Organization will advise you of the amount and how it is to be paid. The Prepayment Fee is not the same as a co-payment.

Regardless of whether or not you are responsible for any portion of the Prepayment Fee, your Organization is liable to pay the Prepayment Fee through the end of the month in which your Organization notifies NPD that you are no longer eligible for coverage as a part of the group. You shall remain covered until the end of that month.

Grace Period

There shall be a grace period of thirty (30) days after the due date for the payment of any Prepayment Fee after the initial payment, during the period that the coverage remains in effect. NPD may charge a late fee of \$25.00 for any Prepayment Fee paid during such grace period. If the Prepayment Fee is not received by NPD within the grace period, the coverage shall be cancelled after the grace period, and you may be liable for the cost of any dental care services you had received during such grace period.

Co-payments

When you receive care from your Selected General Dentist, you will pay the co-payment described on your *Schedule of Benefits* enclosed with this brochure. When you are referred to a dentist that limits his/her practice to specialty care, your co-payment may be either a fixed dollar amount - or a percentage of the dentist's usual and customary fee. Please refer to the *Schedule of Benefits* for specific details. When you have paid the required co-payment, if any, you have paid in full. NPD does **NOT** require claim forms.

Customer Service

NPD provides toll-free access to our Customer Service Associates to assist you with benefit coverage questions, resolving problems, or changing your Selected General Dentist. NPD's Customer Service can be reached Monday through Friday at **(713) 862-8404** or **(800) 232-0990** from 8:00 am to 5:00 pm Central Standard Time.

Emergency Dental Services

All contracted NPD Selected General Dentists provide Emergency Dental Services twenty-four (24) hours a day, seven (7) days a week. In the event of a dental emergency and you are ***within*** seventy-five (75) miles of your Selected General Dentist, simply contact your selected dentist who will make reasonable arrangements for such emergency dental care.

If you are ***more than*** seventy-five (75) miles from your Selected General Dentist, or you cannot reach your Selected General Dentist or NPD's Customer Service, you may obtain Emergency Dental Services from any licensed dentist.

NPD will provide coverage for the following Emergency Dental Services without regard to whether the dentist or provider furnishing the services has a contractual or other arrangement to provide services to covered individuals:

- Dental screening examinations or other evaluations required by state or federal law, which are necessary to determine whether an emergency dental condition exists.
- Necessary emergency dental care services, including the treatment and stabilization of an emergency dental condition.
- Services originating in a dental office following treatment or stabilization of an emergency dental condition, provided the treating dentist has made inquiry to and received authorization from NPD for the post stabilization services. NPD shall respond to the treating dentist within the time appropriate to the circumstances relating to the delivery of the services and the condition of the member.

NPD's Customer Service will request that you send a copy of the bill incurred as a result of such dental emergency to NPD, along with a brief explanation as to the unavailability of your dentist. No

claim forms are required. Please include your name, Social Security Number, address, and telephone number on all pages. After verifying the circumstances, NPD will reimburse you for the expenses for covered services, less any applicable co-payment, if a true emergency existed.

Examples of a dental emergency are defined as procedures administered in a dentist's office, dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, severe pain, or acute infection that would lead a prudent layperson possessing an average knowledge of dentistry to believe that immediate care is needed.

Complaint Procedures

A "Complaint" is your written or oral dissatisfaction about any aspect of NPD's operation, including, but not limited to dissatisfaction with our plan administration; procedures, denial, reduction, or termination of a service for reasons not related to medical necessity; disenrollment decisions; or the way a service is provided.

A "Complaint" does not include (a) a misunderstanding or problem of misinformation that can be promptly resolved by NPD by clearing up the misunderstanding or by supplying the correct information to your satisfaction; or (b) you or your provider's dissatisfaction or disagreement with an adverse determination.

If you or one of your eligible Dependents has a complaint with NPD or your Selected General Dentist, you may register a complaint by calling NPD's Customer Service at **(713) 862-8404** or **(800) 232-0990**.

Or you may submit a completed Written Inquiry Complaint Form (available by calling the Customer Service number) or a detailed summary of your complaint to NPD.

**National Pacific Dental
C/O Quality Assurance Department
2000 West Loop South 9th Floor
Houston, TX 77027**

Please be sure to include your Name (Patient's name, if different), Social Security Number, Dental Facility (or Selected General Dentist) Name and Telephone Number on all written correspondence.

NPD agrees, subject to its Complaint Procedure, to duly investigate and endeavor to resolve any and all complaints received from Members regarding the Plan. NPD will confirm receipt of your complaint in writing within five (5) business days of receipt of a complaint. We will resolve the complaint and communicate the resolution in writing within thirty (30) calendar days.

Appeals to NPD

If NPD does not resolve your complaint to your satisfaction, you have the right to appeal NPD's decision, either verbally or in writing, to NPD's Complaint Appeal Panel. You may appeal by: (a) appearing in person before the Complaint Appeal Panel in a location where you normally receive dental services, or at a different location to which you agree; or (2) presenting a written appeal to the Complaint Appeal Panel. When you appeal your complaint:

- (a) NPD will send an acknowledgement letter to you within five (5) business days after the date NPD receives your request for an appeal. The acknowledgement letter will contain an explanation of the appeal process and the Member Rights and Plan Responsibilities.
- (b) NPD will appoint members to the Complaint Appeal Panel, which advises NPD on the resolution of the appeal. The members of the Complaint Appeal Panel cannot have been involved with your complaint in the past. The Complaint Appeal Panel will include an equal number of NPD's staff, dentists, and enrollees.
- (c) Not later than the 5th business day before the Complaint Appeal Panel meets, NPD will provide to you or your designated representative:
 - (1) any documentation that will be presented by NPD's staff to the Complaint Appeal Panel;
 - (2) the specialization of any Dentist consulted during the investigation of your appeal; and
 - (3) the name and affiliation of each of the members of the Complaint Appeal Panel.

You, or your designated representative, if you are a minor or are disabled, have the right to:

- (a) appear in person before the Complaint Appeal Panel;
- (b) present alternative expert testimony; and
- (c) request the presence of, and to question, any person that was involved in making the prior determination that resulted in your appeal.

NPD will complete the appeals process not later than the 30th calendar day after NPD receives your appeal. NPD's final decision on the appeal will include a statement of the specific dental determination, clinical basis, and contractual criteria used to reach the final decision.

If the appeal request involves a presently occurring dental care emergency, NPD will investigate and resolve such appeal in accordance with the degree of emergency of the case, but no later than one (1) business day after you have made your request for appeal. At your request, NPD will provide, instead of a Complaint Appeal Panel, a review by a Dentist who has not previously

reviewed the case and who is of the same or similar specialty as ordinarily manages the procedure or treatment under appeal. The Dentist reviewing the appeal may interview you or your designated representative and will make a decision on the appeal. Initial notice of the decision on the appeal may be delivered orally to you but will be followed by a written notice of the determination within three (3) business days.

Your failure to comply with these procedures, and the procedures outlined in the Member Rights and Plan Responsibilities provided with the acknowledgement letter, will result in the original decision being upheld, with no further action on such complaint.

Filing Complaints with the Texas Department of Insurance

Any person, including persons who have attempted to resolve complaints through NPD's complaint system process and who are dissatisfied with the resolution, may file a complaint with the Texas Department of Insurance at P.O. Box 149091, Austin, TX 78714-9091. The Department's telephone number is (800) 252-3439.

The Department's Commissioner will investigate a complaint against NPD to determine its compliance with insurance laws within sixty (60) days after the Department receives your complaint and all information necessary for the Department to determine compliance. The Commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur: a) additional information is needed, b) an on-site review is necessary, c) NPD, the dentist or provider, or you do not provide all documentation necessary to complete the investigation, or d) other circumstances beyond the control of the Department occur.

Changes To Your Coverage Renewing Your Coverage

Your Organization has contracted with NPD to provide services for the time period specified in the contract between the parties. Your coverage under the Plan is guaranteed for that time period so long as you meet the eligibility requirements under the Plan and the applicable Prepayment Fee has been paid. When the Contract expires, it may be renewed. If renewed, it is possible that the terms of the Plan may have been changed. If changes to benefits, co-payments or premiums have been made to a renewed contract, your Organization will notify you not less than sixty (60) days before the effective date.

Cancellation of Your Coverage

Your coverage may be cancelled after not less than 30 days written notice for:

- non-payment of amounts due under the contract, except no written notice will be required for failure to pay the Prepayment Fee.

- failure to establish a satisfactory dentist-patient relationship and if NPD has, in good faith, provided you with the opportunity to select an alternative dentist and you are notified in writing at least thirty (30) days in advance that NPD considers the dentist-patient relationship to be unsatisfactory and specifies the changes that are necessary in order to avoid termination, and you have failed to make such changes; in such case, coverage may be cancelled at the end of such thirty-day period.
- neither residing, living, or working in the service area or area for which NPD is authorized to do business.

Your coverage may be cancelled after not less than fifteen (15) days written notice for:

- an intentional misrepresentation, except as limited by statute.
- fraud in the use of services or dental facilities.

Your coverage may be cancelled immediately:

- subject to continuation of coverage and conversion privilege provisions, if applicable, if you do not meet eligibility requirements other than the requirements that you live or work in the service area.
- any misconduct detrimental to safe plan operations and the delivery of services.

Incontestability

All statements made on your Enrollment Form shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of your knowledge and belief. A statement may not be used in a contest to void, cancel, or non-renew your coverage or reduce benefits unless: (1) it is in a written enrollment application signed by you; and (2) a signed copy of the enrollment application is or has been furnished to you or your representative.

This contract may only be contested for fraud or intentional misrepresentation of material fact made on the enrollment application.

Termination of Contract

When your employment with your Organization ends, your coverage ceases according to the rules of your Organization. Either NPD or your Organization may terminate the contract upon sixty (60) days written notice or upon its expiration date. If this happens, or the contract is not renewed, your membership in the Plan will be terminated according to the terms of the Contract. In the event of Contract termination, no further benefits will be provided to you and none of the Plan provisions will apply. NPD provides for a grace period of thirty (30) days for the payment of Prepayment Fees falling due, during which the coverage remains in effect. If your Organization fails to pay the

Prepayment Fees through and including the final month of the contract, all coverage may be terminated at the end of such grace period, and you may be responsible for the usual and customary fees for any services received from your NPD Contracting Dentist during the period the Prepayment Fees went unpaid, including the grace period. Upon fifteen (15) days written notice to your Organization, your coverage may be terminated in the event of fraud on the part of the Organization.

Termination of Your Coverage

If you terminate from the Plan while the contract between NPD and your Organization is in effect, your dentist must complete any dental procedure started on you before your termination, abiding by the terms and conditions of the Plan.

Orthodontic treatment is governed by the Orthodontic Limitations listed on your *Schedule of Benefits*. If you terminate coverage from the Plan after the start of orthodontic treatment, you will be responsible for any additional incurred charges on any remaining orthodontic treatment.

Continuity of Care

For any enrollee whose Contracting Dentist has identified as having a “special circumstance” and requires ongoing care, NPD shall continue to cover the ongoing treatment of such enrollee, at not less than the rates and co-payments outlined on your Benefit and Co-payment schedule, upon termination of your coverage, for the condition identified in the “special circumstance.” NPD’s obligation to continue to cover the ongoing treatment shall not extend after the 90th day after the effective date of the termination of your coverage, or nine (9) months after the effective date of the termination of coverage for enrollees diagnosed with a terminal illness at the time of termination of coverage.

For purposes of this provision, a “special circumstance” shall be defined as a condition regarding which the Contracting Dentist reasonably believes that discontinuing care by the Contracting Dentist could cause harm to the enrollee. By way of example, such “special circumstance” could include an enrollee with a disability, acute condition, or a life-threatening illness.

Conversion Privilege/Continuation of Coverage

Contact NPD's Customer Service at **(713) 862-8404** or **(800) 232-0990** to check availability of a Conversion Plan in your area. If your dental coverage is terminated for any reason other than involuntary termination for cause, you may elect to continue your coverage under this contract, as provided by Texas law, which permits you to continue your coverage, upon payment of the applicable premium, until the earliest of (1) six months after the date the election is made; (2) the date on which failure to make timely payments would terminate coverage; (3) the date on which

you are covered for similar services and benefits by another hospital, surgical, medical, or major medical expense insurance policy or hospital or medical service subscriber contract or medical practice or other prepayment plan or any other plan or program; or (a) the date on which the group coverage terminates in its entirety. **You must request this continuation of coverage in writing within thirty-one (31) days following the later of (1) the date your coverage through your Organization would otherwise terminate; or (2) the date you are given notice of the right of continuation by your Organization.** In addition, you and your eligible dependents are eligible to retain coverage in accordance with COBRA (Consolidated Omnibus Budget Reconciliation Act) requirements. You and your dependents may be eligible for Medicare benefits. For purposes of this provision, "involuntary termination for cause" means: (a) termination for non-payment of Prepayment Fees, (b) termination for an intentional misrepresentation (except as limited by statute), (c) termination for fraud in the use of services or facilities, (d) termination for any misconduct detrimental to safe plan operations and the delivery of services; and (e) termination for failure to maintain the dentist-patient relationship.

Please contact your Organization for further information and details.

Principal Limitations and Exclusions

Below are the limitations that are applicable to this Plan:

1. Crowns, bridges and dentures (including immediate dentures) are not to be replaced within a five- year period from initial placement and only if it is unsatisfactory and cannot be made satisfactory by reline or repair;
2. Partial dentures are not to be replaced within any five-year period from initial placement, unless necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible;
3. Denture relines are limited to one per denture during any 12 consecutive months;
4. Treatment is generally limited to conventional techniques and does not include hemisection, implants, over-dentures and grafting;
5. The plan allows a treatment plan up to five units of crown or bridgework per arch. Upon the sixth unit, the Plan considers the treatment to be full-mouth reconstruction. The patient is responsible for fees incurred for anything beyond the fifth unit at usual and customary fees;
6. Periodontal treatments (root planing/subgingival curettage) are limited to four quadrants during any 12 consecutive months;
7. A full mouth x-ray is defined as a minimum of 6 periapical films plus bitewing x-rays or panorex plus bitewing x-rays on the same date of service;

8. Sealant benefits include the application of sealants on posterior teeth with no decay, with no restorations and with the occlusal surface intact, up to age fourteen when the treating dentist determines necessity. Sealant benefits do not include the repair or replacement of a sealant on any tooth within three years of its application;
9. Single unit cast metal and/or ceramic restorations and crowns are covered only when the tooth cannot be adequately restored with other restorative materials. Crown build-ups including pins are only allowable as a separate procedure in the exceptional instance where extensive tooth structure is lost and the need for a substructure can be demonstrated by written report and x-rays;
10. Cosmetic dental care is limited to composite restorations on posterior teeth, if a listed benefit, when a Plan dentist determines treatment to be appropriate dental care. All other cosmetic procedures are excluded from coverage.

The following dental procedures and services are not included in the Plan:

1. Hospital or ambulatory facility administered dental services; general anesthesia; intravenous and inhalation sedation; services of a special anesthesiologist; prescription drugs or other related hospital or ambulatory facility fees;
2. Dental conditions arising out of and due to enrollee's employment or for which Worker's Compensation is payable. Services that are provided to the enrollee by state government or agency thereof, or are provided without cost to the enrollee by any municipality, county or other subdivision;
3. Treatment required by reason of war;
4. Treatment of fractures and dislocations;
5. Loss or theft of fixed and removable prosthetics (crowns, bridges, full or partial dentures);
6. Dental expenses incurred in connection with any dental procedures started after termination of eligibility for coverage; and dental expenses incurred for treatment in progress prior to Member's eligibility with NPD (e.g.: teeth prepared for crowns, root canals in progress, fixed and removable prosthetics);
7. Any service that is not specifically listed as a covered expense;
8. Procedures, appliances or restorations to replace developmentally missing teeth or other developmental conditions; developmental malformations (including but not limited to cleft palate, enamel hypoplasia, fluorosis, jaw malformations, anodontia) and the removal/replacement of supernumerary teeth;
9. Treatment/removal of malignancies, cysts over 1.25 centimeters, tumors or neoplasms;

10. Dispensing of drugs/medications in a dental office;
11. Treatment as a result of accidental injury. Accidental injury is defined as damage to the hard and soft tissues of the oral cavity resulting from external forces to the mouth;
12. Cases which in the professional opinion of two (2) NPD attending dentists, or the NPD Dental Director, determine that a satisfactory result cannot be obtained or where the prognosis is poor or guarded;
13. Dental services received from any dental office other than an NPD contracted dental office, unless expressly authorized in writing by NPD or as cited under "Emergency Dental Services.";
14. Elective procedures, including but not limited to the removal of impacted asymptomatic teeth, extractions for orthodontic purposes, surgical orthodontic procedures and crown exposure;
15. Implant placement or removal, appliances placed on or services associated with implants, including but not limited to prophylaxis and periodontal treatment;
16. Crown lengthening procedures;
17. Replacement of long standing missing tooth or teeth (usually 5 years or more) in an otherwise stable dentition;
18. Dental services and treatments for restoring tooth structure loss from wear, bruxism, attrition and/or erosion; changing or restoring vertical dimension; and full-mouth reconstruction to enhance occlusion; diagnosis and/or treatment of the temporomandibular joint (TMJ);
19. Dental services not performed in the NPD general practice dental office because of physical, medical or behavioral limitations of eligible dependents/members over the age of eight years. This exclusion shall not apply to an enrollee who is unable to undergo dental treatment in an office setting or undergo local anesthesia due to a documented physical, mental, or medical reason as determined by the enrollee's physician or the dentist providing dental care.

Orthodontic Exclusions and Limitations (if a covered benefit under your plan)

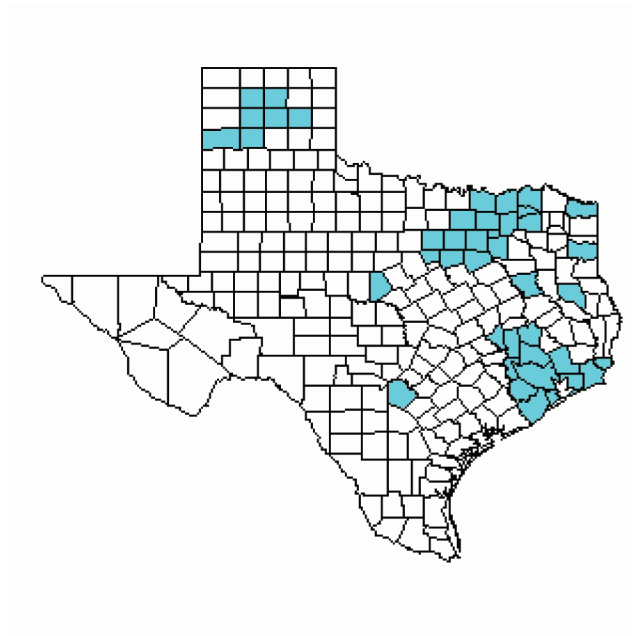
- I. Orthodontic treatment must be provided by a contracting NPD dentist.
- II. Plan benefits shall cover 24 months of usual and customary orthodontic treatment and an additional 24 months of retention. Treatment extending beyond such time periods will be subject to a per-office-visit charge.

III. The following are not included as orthodontic benefits:

1. repair or replacement of lost or broken appliances
2. re-treatment of orthodontic cases
3. treatment in progress at inception of eligibility
4. changes in treatment necessitated by an accident
5. treatment involving:
 - a. maxillo-facial surgery, myofunctional therapy, cleft palate, micrognathia, macroglossia
 - b. surgically exposing impacted teeth (i.e. maxillary cuspids)
 - c. hormonal imbalances or other factors affecting growth or developmental disturbances
 - d. treatment related to temporomandibular joint disorders
 - e. lingually placed direct bonded appliances and arch wires ("invisible braces")
 - f. functional appliances that are used in conjunction with fixed appliances

IV. The retention phase of treatment shall include the construction, placement, and adjustment of retainers.

Texas Service Area



| | | | |
|------------|-----------|-------------|----------|
| Anderson | Denton | Hunt | Potter |
| Bexar | Ellis | Hutchinson | Randall |
| Bowie | Fannin | Jefferson | Rockwall |
| Brazoria | Fort Bend | Johnson | Tarrant |
| Brazos | Galveston | Kaufman | Walker |
| Brown | Gray | Lamar | Waller |
| Carson | Grayson | Liberty | |
| Chambers | Grimes | Montgomery | |
| Collin | Harris | Moore | |
| Dallas | Harrison | Nacogdoches | |
| Deaf Smith | Hood | Orange | |
| Delta | Hopkins | Parker | |

Member Rights

During the term of the contract between NPD and your Organization, NPD guarantees that it will not decrease any benefits; increase any co-payment; or change any Principal Limitation or Exclusion. NPD will not cancel or fail to renew your enrollment in this Plan because of your health condition or your requirements for dental care. Your Selected General Dentist is responsible to you for all treatment and services, without interference from NPD.

Your dentist must follow the rules and limitations set up by NPD and conduct his or her professional relationship with you within the guidelines established by NPD's Quality Management Committee, Public Policy Committee and Peer Review Committee. If NPD's relationship with your Selected General Dentist ends, your dentist is obligated to complete any and all treatment in progress. NPD will arrange a transfer for you to another dentist to provide for continued coverage under the Plan. As indicated on your Enrollment Form, your signature authorizes NPD to obtain copies of your dental records if necessary, as permitted by law.

As a member, you have the right to...

- be treated with respect, dignity and recognition of your need for privacy and confidentiality.
- express grievances and be informed of the grievance process.
- have access and availability to dental care.
- have access to your dental records.
- participate in decision-making regarding your course of treatment.
- be provided information regarding Contracting Dentists.
- be provided information regarding the services, benefits and specialty referral process provided by NPD.

Member Responsibilities

If you continually refuse a prescribed course of treatment, use the professional relationship for illegal means, or abuse the professional relationship, your NPD Contracting Dentist has the right to refuse to treat you. If you receive dental care during a time you are not eligible under the Plan, you will be responsible to pay the dentist the usual and customary fee for that care. You have the responsibility to pay the co-payment associated with specific procedures you may undergo in the course of your treatment.

As a member, you have the responsibility to...

- identify yourself to your selected dental office as an NPD member.

- treat the NPD Contracting Dentist, office staff and NPD staff with respect and courtesy.
- keep scheduled appointments or contact the dental office twenty-four (24) hours in advance to cancel an appointment.
- cooperate with your NPD Contracting Dentist in following a prescribed course of treatment.
- make co-payments at the time of service.
- notify NPD of changes in family status.
- be aware of and follow your Organization's guidelines in seeking dental care.

The following definitions are used in this Evidence of Coverage.

Co-payment

The amount paid by a member for applicable covered services that require payment by the NPD member. Co-payments are listed in the Schedule of Benefits.

Conversion plan

A contract for dental care services to which the enrollee may be entitled after his or her eligibility for or coverage under the contract through his or her Organization has been terminated for any reason other than for cause.

Dental Record

A record kept at the site of your dental care which includes diagnostic aids, intra-oral and extra-oral X-rays, written treatment records such as progress notes, dental or periodontal chartings, treatment plans, consultation reports or other written material relating to a Member's medical and dental history, diagnosis, condition, treatment and/or evaluation.

Dependent

Eligible family members of a subscriber who are enrolled in NPD.

Emergency Dental Services

Procedures administered in a dentist's office, dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset accompanied by excessive bleeding, severe pain, or acute infection that would lead a prudent layperson possessing an average knowledge of dentistry, to believe that immediate care is needed. Permanent restorative work is not considered part of the stabilization for emergency services.

General Dentist

An NPD contracting dentist who agrees in writing to provide general dental services under special terms, conditions and financial reimbursement arrangements with NPD.

Member

An individual enrolled in the NPD dental plan.

Organization

An employer or other entity that has contracted with NPD to arrange for the provision of dental care benefits.

Plan

Coverage for specified dental care services purchased by an Organization for its Members for a fixed, periodic payment made in advance of treatment. Plans often include the use of fixed co-payments and are subject to Limitations and Exclusions.

Prepayment Fee

The monthly fee paid to NPD by your Organization. The Prepayment Fee is not the same as a co-payment.

Selected General Dentist

An NPD contracting dentist who has been selected by the enrollee to provide general dental services covered under the NPD contract.

Service Area

The geographical area in which NPD has a panel of General Dentists and Specialty Care Dentists who have agreed to provide care to NPD members. NPD is licensed to provide dental services in the counties in the State of Texas listed on [Page \[17\]](#).

Specialty Care

The care provided by dentists who limit their practice to the specific specialty of endodontics, orthodontics, oral surgery, pediatric dentistry, or periodontics.

Specialty Care Dentist

An NPD contracting dentist who agrees in writing to provide Specialty Care to NPD's enrollees.

Subscriber

The person who represents the family unit in relation to the dental benefit program. Also known as the certificate holder or enrollee.

Termination of Benefits

A member's loss of program eligibility and disenrollment from the Plan. Reason for termination of benefits may be termination of the group contract, termination of the Subscriber's employment with the Organization or dependent status change as set forth herein.

In an effort to monitor the availability of information for members with primary language needs other than English, please indicate your language selection in the appropriate space below. Members with disabilities affecting communication can receive information through the special requirements section below by clipping out this page and returning it to:

**National Pacific Dental
2000 West Loop South 9th Floor
Houston, TX 77027
Attention: Quality Assurance**

Your primary language, if not English: _____

Please check any special requirements:

- ☐ Interpreter ☐ Large Print ☐ Audio Tape
☐ Braille ☐ TDYY ☐ Other